



**The Comptroller General  
of the United States**

Washington, D.C. 20548

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## **Decision**

**Matter of:** HH&K Builders  
**File:** B-232140  
**Date:** October 20, 1988

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### **DIGEST**

1. A bid in which a line item price is omitted under a solicitation which states that award will be made on an aggregate basis is nonresponsive and cannot be corrected and accepted except in limited circumstances where other prices in the bid establish a consistent pattern which evidences both the existence of an error and the intended bid, which is not the case here.
2. Omission of a price entry for a material requirement which is not divisible from the remainder of the solicitation requirements may not be waived as a minor informality.
3. A nonresponsive bid may not be corrected and accepted even though it would result in monetary savings to the government since acceptance would compromise the integrity of the competitive bidding system.

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### **DECISION**

HH&K Builders protests the rejection of its bid under invitation for bids (IFB) No. F32604-88-B0025, issued by the Air Force for military family housing maintenance for a base year and 4 option years at Minot Air Force Base, North Dakota. The bid was rejected as nonresponsive because HH&K failed to insert a bid price for contract item 0001f for the completion of the work backlog existing at the time of contract commencement. HH&K contends that this omission should be corrected since it was the result of a clerical error. In the alternative the protester argues that its failure to submit a price was de minimis as it intended to bid \$0 for the item and its total bid price was over \$7 million.

We deny the protest.

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Thirteen bids were opened on the bid opening date of July 12, 1988. HH&K submitted the low bid of \$7,176,365 including the option years. The next low bid was \$7,723,995. HH&K did not submit a price for item 0001f, which applied only to the base year. Since the IFB provided that award would be made in the aggregate, the agency rejected HH&K's bid as nonresponsive. By letter of July 20, HH&K advised the agency that it had failed to insert a price for item 0001f due to a clerical error and that it intended to bid \$0 for the item. When the agency rejected HH&K's claim of error the firm protested to our Office.

HH&K contends that its failure to bid on item 0001f was a clerical error caused by an inadvertent failure to transpose the price intended for this item to its bid form. HH&K also argues that the omission may be waived or corrected under the Federal Acquisition Regulation (FAR) § 14.405, which permits minor informalities to be waived or corrected, since the omitted item price when compared to the total bid price is de minimis. Finally, the protester notes that an award to it would result in a substantial monetary savings to the government.

Where, as here, an IFB provides that the award will be made to the low aggregate bidder a bid which fails to include a price for every item required by the IFB generally must be rejected as nonresponsive. Handyman Exchange, Inc., B-224188, Jan. 7, 1987, 87-1 CPD ¶ 23. Since responsiveness is determined as of the time of bid opening, Flex-Key Corp., B-229630, Dec. 10, 1987, 87-2, CPD ¶ 580, a nonresponsive bid may not be corrected after bid opening so as to make it responsive. E.H. Morrill Co., 63 Comp. Gen. 348 (1984), 84-1 CPD ¶ 508.

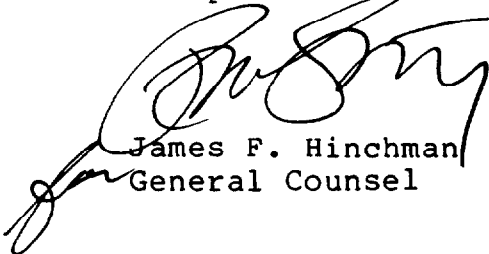
Our Office does recognize a limited exception under which a bidder may be permitted to correct an omitted price where the bid, as submitted, indicates the possibility of error, the exact nature of the error, and the intended bid price. Handyman Exchange, Inc., B-224188, supra. This exception is based on the premise that, where there is a consistent pattern of pricing in the bid itself that establishes both the error and the intended price, to hold that bid non-responsive would be to convert an obvious clerical error of omission to a matter of responsiveness. MTC Industries & Research Carmiel, Ltd., B-227163, Aug. 18, 1987, 87-2 CPD ¶ 174. Here, since the item under which the price was to be submitted was repeated nowhere else in the bidding schedule and there is no other closely related item, there is no basis upon which we can conclude that a pattern has been established in the protester's bid so we can determine from

the bid itself the price it would have inserted for item 0001f. Consequently, the alleged error here may not be corrected.

A contracting agency may waive the failure to bid on an item if the item for which a price was not submitted is divisible from the IFB's requirements, is de minimis as to total cost, and clearly would not affect the competitive standing of the bidders. Main Electric Ltd., B-224026, Nov. 3, 1986, 86-2 CPD ¶ 511. It is our view that item 0001f is not divisible from the IFB's requirements. The agency states that the item, which calls for completing the existing backlog at the contract start date, is an essential part of the contract since the new work may not start until existing repairs are made. The protester does not contest the agency's position. Thus, even though the price the protester contends it would have bid for this item might be considered de minimis, waiver is not allowable due to the nondivisibility of the item. E.H. Morrill Co., 63 Comp. Gen. 348, supra.

Finally, although rejection of HH&K's bid may add to the cost of this procurement, a nonresponsive bid may not be accepted even though it would result in savings to the government, since acceptance would compromise the integrity of the competitive bidding system. Flex-Key Corp., B-229630, supra.

The protest is denied.



James F. Hinchman  
General Counsel